

EXHIBIT B



Client Outsourcing Master Agreement

Prepared for:

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Empwr Solar

Created by:

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Treantly Recruitment Ltd.

This Outsourcing Agreement governs the relationship between Treantly Recruitment Ltd. ("Company") and Empwr Solar ("Client").

1. DEFINITIONS

- a. **"Agreement"**: This Master Agreement including all its Schedules, Addenda, and any Amendments made from time to time.
- b. **"Client Rate"**: The total fees payable by the Client for the Services rendered by a Subcontractor, inclusive of the Company's service charges.
- c. **"Client Hourly Rate"**: The hourly rate payable by the Client for the Services rendered by a Subcontractor, as defined in the Job Description.
- d. **"Subcontractor"**: Any personnel, including virtual assistants or staff members, engaged by the Company to render Services to the Client under the terms of this Agreement.
- e. **"Subcontractor Leave"**: Any form of leave, including but not limited to, vacation, sick, and personal leave, awarded to a Subcontractor.
- f. **"Force Majeure"**: Events or circumstances beyond the reasonable control of the Parties, including, without limitation, natural disasters, acts of terrorism, civil disturbances, and other similar events.
- g. **"Job Description"**: A detailed description of the roles, responsibilities, and tasks to be performed by the Subcontractor, as provided by the Client and agreed upon by the Company.
- h. **"Probation Period"**: A specified period during which newly hired Subcontractors are assessed and during which certain terms of this Agreement may be suspended or modified.
- i. **"Services"**: The specific tasks and duties the Subcontractor is required to perform, as outlined in the Job Description and detailed in the Payroll Deposit Invoice for each engagement.

2. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the terms and conditions under which the Company will provide business process outsourcing services to the Client through the engagement of Subcontractors. The Company shall source, vet, and supply Subcontractors from its network in the Philippines to perform the Services specified in the Job Description, ensuring their competence, professionalism, and alignment with the Client's needs.

3. SUBCONTRACTOR ENGAGEMENT

- a. **Recruitment and Provision:** The Company will undertake diligent efforts to recruit and provide Subcontractors who meet the criteria set out in the Job Description. The provision of Services by the Subcontractor will be governed by the terms of this Agreement and any specific conditions outlined in the corresponding Payroll Deposit Invoice.
- b. **Training and Integration:** The Client acknowledges its responsibility to provide initial training and integration support to the Subcontractor, ensuring familiarity with the Client's systems, processes, and culture.
- c. **Performance Review and Quality Assurance:** The Company will conduct regular performance reviews of the Subcontractors and address any issues of non-compliance or underperformance promptly. The Client agrees to participate in such reviews and provide constructive feedback.
- d. **Non-Solicitation:** The Client hereby agrees that during the term of this Agreement and for a period of one year following its termination, the Client will not, directly or indirectly, solicit, induce, or attempt to induce any Subcontractor to terminate their engagement with the Company or to work directly for the Client or any third party.

4. FEES, INVOICES, PAYMENTS

- a. **Client Rate Calculation:** The Client Rate is calculated by multiplying the agreed hourly rate, as outlined in the Job Description, by the number of service hours provided by the Subcontractor. The minimum number of hours billed will always correspond to the agreed minimum in the Job Description. In cases where the Subcontractor works more hours than initially agreed, these additional hours will only be billed after receiving explicit approval from the Client; the Client should make all reasonable and expedited effort to approve such cases before invoices are issued, otherwise adjustments will have to be made on the next invoice. This process ensures that the Client maintains control over the extent of services and associated costs.
- b. **Payment Terms:** Invoices issued by the Company must be settled within 7 U.S. business days from the invoice date. Late payments may lead to interruption or sudden stoppage of Services as determined by the Company.
- c. **Payment Methods:** The Client is required to inform the Company of its preferred payment method. The Company accepts payments in USD or CAD. For U.S. clients, payments can be made via ACH, and for Canadian clients, payments are accepted via EFT or Interac e-Transfer. Credit card payments processed through Stripe or PayPal incur a 2% surcharge to cover processing fees.
- d. **GST for Canadian Clients:** Canadian clients are subject to a 5% Goods and Services Tax (GST), as mandated by the Canadian Revenue Agency.
- e. **Currency Conversion:** If currency conversion is necessary, the conversion will be based on the Bank of Canada's spot rate as of the last day of the underlying pay period.

5. PAYROLL DEPOSIT

- a. **Deposit Calculation:** The Client agrees to pay a deposit equivalent to one month's payroll for each Subcontractor. This amount is calculated by multiplying the Client Hourly Rate by the minimum number of hours per week as outlined in the Job Description and then multiplying this total by four weeks, representing one month.
- b. **Deposit Payment:** The deposit is due before the start date of the Subcontractor's employment with the Client and is fully refundable as long as no invoices are outstanding.
- c. **Application of Deposit:** The deposit will be used as working capital, as the Company pays the Subcontractors twice a month and bills the Client in arrears. This ensures a steady cash flow to manage payroll effectively. Additionally, the deposit may be applied towards the final month of service or against any outstanding invoices at the conclusion of the Subcontractor's service.
- d. **Refund of Deposit:** If the Subcontractor resigns or is terminated within one week from the start date, the deposit can be refunded to the Client as per (f) below, or, at the Client's discretion, it can be applied towards the hiring of a replacement Subcontractor.
- e. **Additional Subcontractors:** Should the Client wish to engage additional Subcontractors, the same deposit policy applies to each new hire. The deposit for each new Subcontractor will be calculated in the same manner and is due ahead of their start date.
- f. **Return of Deposit:** Upon the Client's written request, and provided all outstanding charges for Services rendered have been settled, the deposit will be returned to the Client within five business days, with the exception of situations described in point (d) above.

Client initial: B.D.

6. RELATIONSHIP OF PARTIES

This Agreement is not intended to create, and shall not be construed as creating, any partnership, joint venture, or employer-employee relationship between the Company and the Client. The Company is an independent contractor in its provision of Services.

7. NO LIABILITY

- a. **Shared Responsibility for Security:** The Company recognizes the importance of security in the provision of Services. The Client is encouraged to communicate any specific security concerns or requirements to the Company in advance. The Company offers various options to address these concerns and will endeavor to accommodate the Client's needs within the scope of its service offerings. However, the ultimate responsibility for maintaining and enforcing internal security protocols rests with the Client.

- b. **Limitation of Liability:** While the Company is committed to providing qualified and professional Subcontractors, it shall not be held liable for any direct, indirect, incidental, special, consequential, or punitive damages resulting from the actions or omissions of any Subcontractor provided under this Agreement.
- c. **Indemnification by Client:** The Client agrees to indemnify and hold harmless the Company, its affiliates, officers, agents, employees, and Subcontractors from any claims, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from the Client's use of the Services or any breach of this Agreement by the Client.

8. MARKETING MATERIAL USAGE

The Company may use non-confidential, general information about its business relationship with the Client, such as the business name and the nature of services provided, in its marketing materials. This includes materials like brochures, advertisements, website content, social media posts, and case studies.

9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction of British Columbia. Any disputes arising out of or related to this Agreement shall be resolved in the courts of British Columbia.

10. FORCE MAJEURE

Neither party shall be liable for any failure to perform its obligations under this Agreement if such failure is caused by an event of Force Majeure, as defined in Section 1. Both parties agree to notify each other promptly in the event of a Force Majeure situation impacting their ability to fulfill their obligations under this Agreement.

11. TERMINATION

Either party may terminate this Agreement upon giving 30 days written notice to the other party. Upon termination, the Client agrees to pay any fees outstanding or accrued to the Client, unless the termination occurs due to a breach of contract by the Company.

Treantly Recruitment Ltd.

Empwr Solar



03 / 05 / 2024

Victor Kong
Managing partner

Brittany Ducos

03 / 11 / 2024

Brittany Ducos

Signature Certificate

Reference number: XGKUO-ZEXYE-5KFJM-MVFTC

Signer

Timestamp

Signature

Brittany Ducos

Email: brittanyducos@empwrsolar.com

Sent:

05 Mar 2024 20:04:05 UTC

Viewed:

07 Mar 2024 02:19:59 UTC

Signed:

11 Mar 2024 14:12:31 UTC

Brittany Ducos

Recipient Verification:

✓ Email verified

07 Mar 2024 02:19:59 UTC

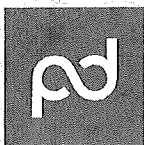
IP address: 45.16.254.70

Location: Goose Creek, United States

Document completed by all parties on:

11 Mar 2024 14:12:31 UTC

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